

AMENDMENT AGREEMENT, dated as of April

1, 1974, among Southern Pacific Transportation

Company (hereinafter called the Railroad),

FMC Corporation (hereinafter called the

Builder), and Metropolitan Life Insurance

Company (hereinafter called the Assignee).

7272-A
RECORDATION NO. _____ Filed & Recorded

APR 29 1974 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS the Railroad and the Builder have entered into a Conditional Sale Agreement dated as of September 1, 1973 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder and the Assignee have entered into an Agreement and Assignment dated as of September 1, 1973 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on December 18, 1973, at 12:20 p.m., and were assigned recordation number 7272; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Schedule A of the Conditional Sale Agreement is hereby amended to increase the amount set forth in Item 4 thereof

to \$15,000,000.

2. Schedule B of the Conditional Sale Agreement is hereby amended to include the following additional units of railroad equipment:

Type: 70-ton, 50'7" box car with cushion underframe

Quantity: 53

AAR Mechanical Designation: XM

Builder's Specifications: 17585, dated December 1973

Builder's Plant: Portland, Oregon

Railroad's Numbers (inclusive): SP 244758--244793,
SP 244795--244811

Unit Base Price: \$19,275.00

Total Base Price: \$1,021,575

Time and Place of Delivery: April-May 1974, at Builder's
Plant

3. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth therein.

4. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

5. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate

seals, duly attested, to be hereunto affixed as of the day
and year first above written.

SOUTHERN PACIFIC TRANSPORTATION
COMPANY,

by *Robert J. McLean*
Vice President and Treasurer

[Corporate Seal]

Attest:

[Signature]
Assistant Secretary

FMC CORPORATION,

by *[Signature]*
Vice President

[Corporate Seal]

Attest:

MT [Signature]
Assistant Secretary

METROPOLITAN LIFE INSURANCE
COMPANY,

by *William J. Blanchfield*
INVESTMENT Vice President-Securities

by *John C. Ketch*
Assistant General Counsel

[Corporate Seal]

Attest:

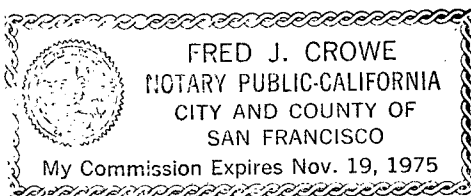
[Signature]
Assistant Secretary

STATE OF CALIFORNIA)
) ss.:
CITY AND COUNTY OF SAN FRANCISCO)

On this 25th day of April 1974, before me personally appeared Robert J. McLean, to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Fred J. Crowe
Notary Public

[NOTARIAL STAMP]



STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 23rd day of April 1974, before me personally appeared B. R. van Eck , to me personally known, who, being by me duly sworn, says that he is a Vice President of FMC CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

My Commission expires

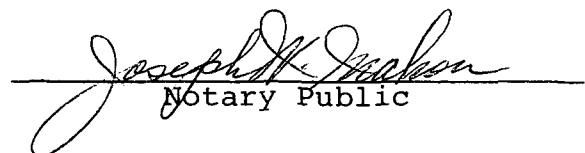
My Commission Expires February 14, 1978


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 19th day of April 1974, before me
William J. Blanchfield
personally appeared ~~George W. Cranley~~ and John C. Kelsh,
to me personally known, who, being by me duly sworn, say
that they are the ^{INVESTMENT} Vice President-Securities and Assistant
General Counsel, respectively of METROPOLITAN LIFE INSURANCE
COMPANY, that one of the seals affixed to the foregoing
instrument is the corporate seal of said Company and that
said instrument was signed and sealed on behalf of said
Company by authority of its Board of Directors, and they
acknowledged that the execution of the foregoing instrument
was the free act and deed of said Company.

[NOTARIAL SEAL]


Notary Public

JOSEPH W. MAHON
NOTARY PUBLIC, State of New York
No. 41-7869750
Qualified in Queens County
Cert. filed in New York County
Commission Expires March 30, 1978

